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FILED
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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

Attorneys for Defendant
SONY ELECTRONICS INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 0224 IEG CAB

MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public, Plaintiffs, v. SONY ELECTRONICS INC., and Does 1 through 10 inclusive, Defendants.	CASE NO. **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1453(b)** State Court Complaint Filed: December 26, 2007

TO THE CLERK OF THE COURT:

PLEASE TAKE NOTICE that Defendant Sony Electronics Inc. ("Sony" or the "Company") hereby removes to this Court the action originally filed in the Superior Court of California in the County of San Diego. The grounds for this removal are:

SUMMARY OF COMPLAINT AND BASIS FOR FEDERAL JURISDICTION

1. This action involves the sale of Sony's VAIO PCG notebook computers. Plaintiff's class claims are predicated on allegations of unfair competition practices, false and misleading advertising, and breach of warranty. Plaintiff has brought this action as a putative class action identifying one potential class: *"All persons or entities who purchased Sony Vaio[sic] PCG laptops in the PCG series. Excluded from this Class are Defendant, its affiliates, employees, officers and directors, persons or entities which distribute or sell Vaio PCG laptops, and the Court."* See Complaint, ¶ 13.

2. This Court has original jurisdiction over this action based on the diversity-of-citizenship and amount-in-controversy requirements applicable to class actions pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act (CAFA). The diversity-of-citizenship requirement is satisfied because at least one member of the putative class is a citizen of a state different from at least one defendant. While Sony disputes the damages allegations, the amount-in-controversy requirement is satisfied because the aggregated claims of the individual members of the putative class are alleged to exceed the sum or value of $5,000,000, exclusive of interest and costs.

TIMELY REMOVAL

3. This notice of removal is timely pursuant to 28 U.S.C. §§ 1446(b) and 1453(b) because it is "filed within 30 days after the receipt by (Sony), through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based."

4. On December 26, 2007, Plaintiff Miguel Cabrera commenced this action by filing in the Superior Court of the State of California, for the County of San Diego, a complaint captioned *MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public, Plaintiff, v. SONY ELECTRONICS INC., and Does I through 10 inclusive, Defendant.* The action was designated as Case No. 37-2007-00084569-CU-BC-CTL. Exhibit A is a copy of the Complaint.

5. On January 7, 2008, Sony's corporate agent for service of process received by personal service a copy of the Complaint and Summons. In addition, Sony's agent also received a Notice of Case Assignment, a blank Stipulation to Alternative Dispute Resolution Process, a Notice to Litigants/ADR Information Package, and a Civil Case Cover Sheet. Exhibit B is a copy of the Summons, and Exhibit C contains copies of the remaining documents.

6. Collectively the documents attached as Exhibits A-C constitute "all process, pleadings, and orders" served upon Sony to date in the San Diego Superior Court action. *See* 28 U.S.C. § 1446(a).

7. Pursuant to 28 U.S.C. § 1446(d), Sony is filing a copy of this Notice of Removal with the Clerk of the Superior Court of California, County of San Diego, and serving Plaintiff with the Notice of Removal.

THIS COURT HAS ORIGINAL JURISDICTION UNDER 28 U.S.C. 1332(d)(2)

8. This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1332(d)(2)(A). Sony may remove this action to this Court pursuant to the provisions of 28 U.S.C. §§ 1446 and 1453(b) because it is a putative class action in which the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs. Furthermore, at least one member of the putative class is a citizen of a state different from the defendant.

DIVERSITY OF CITIZENSHIP

9. The Complaint alleges that Plaintiff Miguel Cabrera purchased a VAIO PCG-550 notebook in California. *See* Complaint, ¶ 25.

10. Sony was at the time of the commencement of this action, and still is, a Delaware corporation with a principal place of business in San Diego, California.

11. Plaintiff brings this action individually and as a representative of a putative class:

> All persons or entities who purchased Sony Vaio PCG laptops in the PCG series. Excluded from this Class are Defendant, its affiliates, employees, officers and directors, persons or entities which distribute or sell Vaio PCG laptops, and the Court. *See* Complaint, ¶ 13.

12. Plaintiff's allegations regarding the "all persons or entities" satisfy the diversity of citizenship test set forth in section 1332(d)(2)(A). This class is believed to consist of putative plaintiffs who are citizens of all fifty states because there are persons and entities from numerous states who purchased Sony VAIO PCG notebooks in the PCG series. Many members of the putative class therefore are citizens of a state different from the defendant because the citizenship of Sony is limited to the states of Delaware and California.

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AMOUNT-IN-CONTROVERSY

13. The amount-in-controversy requirement of section 1332(d)(2) is satisfied because Plaintiff seeks, *inter alia*, restitution and disgorgement of all amounts obtained by Sony in the sale of VAIO PCG *notebooks*; actual and/or statutory damages for injuries suffered by Plaintiff and the Class; and punitive damages. The amount in controversy therefore exceeds the sum value of $5,000,000, exclusive of interest and costs. *See* Complaint, "Prayer For Relief" ¶¶ B, C, and D.

14. According to Plaintiff, "the members of the Class are so numerous that joinder of all members would be impractical." *See* Complaint, ¶ 14. Furthermore, Plaintiff estimates that there are "many thousand purchasers of the Vaio PCG laptops." *Id.*

15. Though Defendant vehemently disputes Plaintiff's damages claims, Plaintiff nonetheless seeks restitution of all monies paid by the class members, among other forms of relief. Though not fully delineated in Plaintiff's Complaint, Sony's U.S. sales of PCG-series notebooks are in excess of 50,000 computers and resulted in revenues exceeding $500 million. Thus the amount-in-controversy requirement under 28 U.S.C. § 1332(d)(6) is met.

16. In addition to the preceding amounts, Plaintiff alleges that he is entitled to an order that Sony engage in a "corrective notice campaign" as well as an order requiring the Company to "refund to Plaintiff and all members of the Class the funds paid to Sony for these defective products." *See* Complaint "Prayer for Relief" ¶ E. These forms of relief would involve additional costs of compliance. See *BEM I, L.L.C. v Anthropologie, Inc.*, 301 F.3d 548, 553 (7th Cir. 2002) (cost to defendant of complying with injunctive relief may be considered in determining amount-in-controversy for purposes of removal); *In re Ford Motor Company/Citibank (So. Dakota)*, N.A., 264 F.3d. 952, 958 (9th Cir. 2001) ("the test for determining the amount-in-controversy is the pecuniary result to either party which the judgment would directly produce"). This additional requested equitable relief further demonstrates that the amount-in-controversy exceeds $5,000,000.

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THE COURT SHOULD NOT DECLINE JURISDICTION

17. Sections 1332(d)(3) and 1332(d)(4) preclude a court from declining to exercise its jurisdiction where less than one-third of the members of a plaintiff's proposed class (in the aggregate) are citizens of the state in which the action was originally filed. That is true of plaintiff's proposed class in this case; less than one-third would be citizens of California.

18. Plaintiff purports to represent a class of "all persons and entities." Plaintiff fails to specify the total number of Californians who would be part of his putative class. Almost all Sony notebooks at issue were sold via a comprehensive national network that consists initially of 75 "customers", many of whom are large national resellers. These customers do not provide Sony with geographic data concerning their sales and resales. Nevertheless, based on its appreciation of the market for consumer electronics, Sony estimates that the geographic distribution of its notebook sales mirrors the distribution of the American population. Because California represented only 12% of the national population in the 2000 census, Sony alleges that the sales of notebooks to California citizens cannot exceed one-third of its total sales.

19. Furthermore, there could be no reason for the Court to decline to exercise jurisdiction in this case even if the number of California class members was above one-third (but below two-thirds). A consideration of the factors set forth in section 1332(d)(3) weighs heavily in favor of retaining federal jurisdiction under CAFA.

20. The claims asserted involve matters of national or interstate interest. 28 U.S.C. § 1332(d)(3)(a). Plaintiff purports to represent similarly situated individuals throughout the United States in bringing claims against Sony for failing to properly manufacture its notebooks and for engaging in unfair, deceptive, and misleading advertising and business practices. Under these circumstances, Plaintiff's claims clearly implicate interstate commerce. The interests of putative plaintiffs in many states will be affected if Plaintiff is ultimately successful in his petition to certify this case as a nationwide class action.

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WHEREFORE, Sony hereby removes this action now pending against it in the Superior Court of the State of California, County of San Diego, to this honorable Court.

DATED: February 5, 2008

SOLOMON WARD SEIDENWURM & SMITH, LLP

By: [signature]
WILLIAM N. KAMMER
ADAM R. ROSENTHAL
Attorneys for Defendant
SONY ELECTRONICS INC.

EXHIBIT A

FILED
CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION

2007 DEC 26 A 10: 54

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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Attorney for Plaintiff MIGUEL CABRERA
and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public,

Plaintiff,

vs.

SONY ELECTRONICS, INC., and Does 1 through 10 inclusive.

Defendant.

Case No. 37-2007-00084569-CU-BC-CTL

CLASS ACTION

CLASS ACTION AND REPRESENTATION ACTION COMPLAINT FOR VIOLATION OF THE UNFAIR COMPETITION LAW, FALSE AND MISLEADING ADVERSTISING, BREACH OF WARRANTY, AND OTHER STATE CONSUMER LAWS

Plaintiff, Miguel Cabrera ("Plaintiff" or "Cabrera"), brings this action against Defendant, Sony Electronics Inc., ("Sony" or "Defendant"), on behalf of himself, all others similarly situated and the general public, and alleges upon information and belief, except as to his own actions, the investigation of his counsel, and the facts that are a matter of public record, as follows:

OVERVIEW

1. Plaintiff brings this action to obtain damages, restitution, and injunctive

ORIGINAL

relief individually, on behalf of a proposed class defined below ("Class"), and in a representative capacity on behalf of the general public.

2. As alleged more fully below, Sony has misrepresented and concealed material information in the marketing, advertising, sale and servicing of the Sony Vaio laptop computers in the PCG series (the "Vaio PCG laptops"). On information and belief, the defects in the Vaio PCG laptops extend to other series of Sony laptops as well, and plaintiff expressly reserves the right to amend this Complaint to include these other series.

3. Based on information and belief Sony concealed material facts regarding the Vaio PCG laptops, including defects that cause the Vaio PCG laptops to fail at an abnormally high rate and to be unusable in the manner and to the extent which they are advertised.

4. Upon information and belief, Sony was aware, prior to marketing and selling the Vaio PCG laptops, or at a minimum after they had been selling Vaio PCG laptops for a few months, that the product's power cord connection slots were inherently defective and would cause a substantial number of the Vaio PCG laptops to shut down, not charge their batteries, short circuit the motherboard and require expensive repair, even with normal use. Nevertheless, Sony has not wanted its customers of the problem or tried to prevent them from encountering the problems that occur when a Vaio laptop fails.

5. Sony has refused, and continues to refuse, to warn consumers about the defects inherent in the Vaio PCG laptops or to effectively remedy the problems and defects inherent in the Vaio PCG laptops. Unwilling to admit fault, Sony has sat silently today as an unacceptable percentage of Vaio PCG laptops fail or become unusable without significant repair.

6. As a result of Sony's false and misleading statements and concealment, Plaintiff and the Class bought thousands of Vaio PCG laptops and have suffered – and continue to suffer- failures of these laptops as a result of Defendant's misconduct.

7. Plaintiff asserts claims under the Unfair Competition Law ("UCL" or "Section 17200"). Business and Professions Code §§ 17500 et seq., for violations of the Consumer Legal Remedies Act ("CLRA"), Civil Code § 1750 et seq., and for breach of express warranty pursuant to Commercial Code § 2313.

8. Plaintiff seeks actual and/or compensatory as well as recoverable statutory and punitive damages, restitution, equitable relief, including the replacement and/or recall of the defective laptops, costs and expenses of litigation, including attorney's fees, and all additional and further relief that may be available.

THE PARTIES

9. Plaintiff Miguel Cabrera is a citizen of the State of California who resides in Riverside County, California. Plaintiff Cabrera purchased a Vaio PCG in December of 2004 from a Circuit City store in Santa Ana, California. Since that date, as described below, Cabrera has experienced problems with the laptop, including the complete failure of the laptop computer and complete loss of the original motherboard, and he has spent significant time to have this defect repaired after Sony refused to stand behind the product.

10. Defendant Sony is a corporation with its executive offices and principal place of business San Diego County, California. Sony is one of the world's leading manufacturers and sellers of computer-related products and other technology products. Sony's products are purchased by consumers in ever county of the State of California and the United States of America.

JURISDICTION AND VENUE

11. This action is brought to remedy Sony's violations of state consumer protection and warranty statutes based upon the design, manufacture, distribution, marketing, sale, advertisement and customer service of the Vaio PCG laptops.

12. This Court has subject matter jurisdiction over this class and representative action pursuant to Cal. Bus. & Prof. Code § 17200 et seq., Cal. Bus. & Prof. § 17500 et seq., Civil Code § 1750 et seq., and Cal. Code of Civ. Proc. § 382. Venue is proper in this judicial district because Defendant maintains its executive offices and principal place of business in this County, Defendants, conducts substantial business within this County, many of the acts described in this Complaint occurred in and/or were directed from this judicial district, and defending an action here would pose no undue burden on Defendant.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action as a class action pursuant to Code of Civil Procedure Section 382 and Civil Code Section 1781, on behalf of themselves and the following Class:

> All persons or entities who purchased Sony Vaio PCG laptops in the PCG series. Excluded from this Class are Defendant, its affiliates, employees, officers and directors, persons or entities which distribute or sell Vaio PCG laptops, and the Court.

Plaintiff reserves the right to amend this Class definition and further investigation shows that the Class should be expanded or otherwise modified.

14. The members of the Class are so numerous that jonder of all members would be impracticable. Plaintiff estimates that there are many thousands of purchasers of the Vaio PCG laptops.

15. There are questions of law and fact common to the members of the Class that predominate over any questions affecting only individual members, including:

(a) Whether the Vaio PCG laptops fail at unacceptably high rates, are inherently defective, and are not of merchantable quality;

(b) Whether Sony made false and/or misleading statements of fact to the Class and the Public concerning the defects inherent in the Vaio PCG laptops;

(c) Whether Sony knew, or was reckless in not knowing, that its statements about the performance and reliability of the Vaio PCG laptops were false and/or misleading;

(d) Whether Sony concealed from the Class and the public that the Vaio PCG laptops fail at unacceptably high rates, and inherently defective, and are not of merchantable quality;

(e) Whether Sony's false and/or misleading statements of fact and its concealment of material fact regarding the performance and reliability of the Vaio PCG laptops were likely to deceive the public;

(f) Whether, by the misconduct set forth in this Complaint, Sony has engaged in a unfair, deceptive or unlawful business practices with respect to the advertising, marketing and sale of Vaio PCG laptops;

(g) Whether, by the misconduct as set forth herein, Sony has engaged in unfair, deceptive, untrue, or misleading advertising of the PCG laptops;

(h) Whether, by its conduct, Sony violated the Consumer Legal Remedies Act, and Song-Beverly Act and other relevant statutes;

(i) Whether Sony has breached its warranties to Plaintiff and the Class; and

(j) Whether, as a result of Sony's misconduct, Plaintiff and the Class are entitled to compensatory, statutory and/or punitive damages, restitution, equitable relief and/or other damages and relief, and, if so, the amount of such relief.

16. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff has no interests antagonistic to those of the Class and is subject to no unique defenses.

17. Plaintiff will fairly and adequately protect the interests of the Class and has retained attorneys experienced in class and complex litigation.

18. A class action is superior to other available methods for the fair and efficient adjudication of this controversy for the following reasons:

(a) It is economically impractical for members of the Class to prosecute individual actions;

(b) The Class is readily definable;

(c) Prosecution as a class action will eliminate the possibility of repetitious litigations; and

(d) A class action will enable claims to be handled in an orderly and expeditious manner. A class action will save time and expense and will ensure uniformity of decisions.

19. Plaintiff does not anticipate any difficulty in the management of this litigation.

20. California, as the site of Sony's headquarters and the place where all significant decision-making occurred with respect to the Vaio PCG laptops, is the center of gravity for this action such that it is appropriate and consistent with existing law to certify the class of consumers proposed in this Complaint.

21. Certification of such a class under the laws of California is appropriate because:

(a) Sony is a corporation conducting substantial business in and from California;

(b) Sony's principal and executive offices, as well as its corporate headquarters, are located in California;

(c) Sony's marketing, promotional activities and literature are coordinated at, emanate from, and/or are developed as its California headquarters;

(d) The UCL and other claims asserted in this Complaint expressly apply to claims asserted by out-of-state Class members regarding false representations and unfair/deceptive business practices emanating from the State of California; and

(e) A significant number of Class members reside in the State of California.

PRIVATE ATTORNEY GENERAL ALLEGATIONS

22. In addition to asserting class action claims in this action, Plaintiff asserts claims as a private attorney general on behalf of the members of the general public pursuant to Business and Professions Code Sections 17204 and 17535. This purpose of such claims is to require Defendant to disgorge and restore all monies wrongfully obtained by Defendant through its false advertising, unfair business practices and other violations of UCL. A private attorney general action is necessary and appropriate because Defendant has engaged and continues to engage in the wrongful acts and false advertising described herein as a general business practice.

SUBSTANTIVE ALLEGATIONS

23. Sony is one the world's largest computer manufacturers.

24. Sony represented and advertised the Vaio PCG laptops are reliable laptop option. The Vaio PCG laptops are typically priced in the $1,500-$2,500 range. Plaintiff's experiences, mirroring those of thousands of other Sony purchasers who have recounted their

problems with the Vaio laptop series, demonstrate that Sony's representations about the quality and reliability of the Vaio PCG laptops were untrue.

25. Plaintiff purchased a Vaio PCG-550 laptop for approximately $1,700 from a Circuit City store in Santa Ana California in December of 2004.

26. A little over a year after Plaintiff purchased his Vaio PCG laptop, it stopped charging the battery and eventually the power cord slot caused a "short" which burnt the motherboard rendering the computer useless.

27. After not receiving service from Sony, Plaintiff eventually sent the laptop to a computer repair business that he discovered. This computer repair business had developed a niche repairing this defect in the PCG laptop's power cord issue, as numerous consumers have experienced precisely the same problem because of the defects in the PCG series of laptops.

28. Plaintiff was eventually told that the mother board needed to be replaced and that the cost may be over $900.

29. Upon information and belief, at least thousands of consumers have encountered precisely the same and related failures as the problems experienced by Plaintiff with the Vaio PCG laptops.

30. Upon information and belief, Sony personnel have attempted to conceal the defects in the Vaio PCG laptops by falsely claiming to many of the consumers who call that they are not aware of any problem with the Vaio PCG laptops.

31. To date, Sony remains unwilling and/or unable to take any effective action to remedy the defects in the Vaio PCG laptops.

32. The harm caused by Defendant's false and misleading statements and omissions grossly outweighs any benefit that could be attributed to them.

33. Defendant is and has been aware of the scope of the problems with the Vaio PCG laptops but has failed to take substantial corrective action. Sony has taken only minimal action response to consumer complaints and, instead, has responded by seeking to "run out the clock" on the warranties that accompanied the Vaio PCG laptops. Defendant has failed to even notify its customers of the problems or advise them to have their laptops inspected to repair the defects.

34. Unless notice is provided to the Class and a recall instituted, most other users of Vaio PCG laptops will eventually suffer the same fate, at considerable costs, expense and loss as Plaintiff has suffered to date and continues to suffer.

FIRST CAUSE OF ACTION

Violations of Unfair Competition Law
(Bus. & Prof. Code § 17200 et seq.)

35. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully herein.

36. Plaintiff brings this cause of action on behalf of himself, on behalf of the Class, and in his capacity as private attorney general.

37. Defendant has engaged in unfair, unlawful, and fraudulent business practices as set forth above.

38. By engaging in the above-described acts and practices, Defendant has committed one or more acts of unfair competition within the meaning of Business and Professions Code § 17200 et seq.

39. Defendant's acts and practices have deceived and/or are likely to deceive members of the consuming public.

40. Defendants' acts and practices are unlawful because they violate Civil Code §§ 1572, 1709, 1710, 1770(a)(5), 1770(a)(7), and 1770(a)(9). Defendants' acts and practices are also unlawful because they violate Business and Professions Code § 17500 et seq. Specifically, Defendant marketed and sold Vaio PCG laptops in defective condition and deceptively failed to disclose these defects as described above. Said marketing and sales, including omissions, were material and substantial. Defendant's acts and practices are also unlawful because they violate the Song-Beverly Consumer Warranty Act, Civil Code § 1790 et seq.

41. Plaintiff, on behalf of himself and on behalf of the Class and the general public, seeks an order of this Court awarding restitution, disgorgement, injunctive relief and all other relief allowed under Section 17200 et seq., plus interest, attorneys' fees and costs pursuant to, interalia, Cal. Code of Civ. Proc. § 1021.5.

SECOND CAUSE OF ACTION

Untrue and Misleading Advertising
(Violation of Bus. & Prof. Code § 17500 et seq.)

42. Plaintiff realleges and incorporates the above allegation by reference it set forth fully herein.

43. Plaintiff brings this cause of action on behalf of himself, on behalf of the Class, and in his capacity as private attorney general.

44. Beginning in or before January 2004, Sony engaged in advertising and marketing to the public and offered for sale Vaio PCG laptops throughout the United States, including California, and the world.

45. Sony has engaged in the advertising and marketing alleged herein with intent to directly or indirectly induce the purchase of Vaio PCG laptops.

46. Sony's advertisements and marketing representations regarding the technical and other characteristics of Vaio PCG laptops are false, misleading, and deceptive as set forth more fully above.

47. At the time it made and disseminated the statements alleged herein. Sony knew of should have known that the statements were untrue or misleading and acted in violation of Cal. Bus. And Prof. Code Sections 17500 et seq.

48. Sony actively concealed its knowledge that Vaio PCG laptops contain inherent defects.

49. Plaintiff, on behalf of himself and on behalf of the Class, seeks restitution, disgorgement, injunctive relief, and all other relief allowable under Section 17500 et seq.

THIRD CAUSE OF ACTION

(Violation of CLRA)

50. Plaintiff alleges and incorporates the above allegations by reference as if set forth herein at length.

51. This claim arises under the Consumer Legal Remedies Act ("CLRA"), Civil Code §§ 1750 et seq.

52. At all times relevant hereto, Plaintiff was a "consumer" at that term is defined in Civ. Code § 1761(d).

53. At all times relevant hereto, Sony's Vaio PCG laptops constituted "goods" as that term is defined in Civ. Code § 1761(a).

54. At all times relevant hereto, Defendant constituted a "person" as that term is defined in Civ. Code § 1761(c).

55. At all times relevant hereto, Plaintiff's purchase of Defendant's Vaio PCG laptop constituted a "transaction" as that term is defined in Civ. Code §1761(e).

56. At all times relevant hereto, Defendant provided "services" to Plaintiff and the Class within the meaning of Civ. Code § 1761(b).

57. The CLRA provides in relevant part that "[t]he following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful: (5) Representing that goods...have...approval, characteristics, uses, benefits...which they do not have, (7) Representing that goods...are of a particular standard, quality or grade...if they are of another, (9) Advertising goods...with intent not to sell them as advertised." Civil Code §§ 1770(a)(5),(7) and (9).

58. Defendant made and continues to make uniform written representations that the Vaio PCG laptop is a high quality product that will perform as represented. These representations, as set forth above, were false, deceptive and/or misleading and were in violation of the CLRA.

59. Plaintiff is a consumer under Civil Code § 1761(d). Civil Code § 1780 (a)(2) permits any court of competent jurisdiction to enjoin practices that violate Civil Code § 1770.

60. Plaintiff also is entitled to recover actual or statutory compensatory/monetary damages as authorized by Civil Code § 1780(a)(1), restitution as applicable and authorized by Civil Code § 1780(a)(3) and punitive damages as authorized by Civil Code § 1780(a)(4), which are appropriate in this case in light of Defendant's knowing, intentional, malicious, fraudulent and unconscionable conduct, Defendant's reckless disregard of its legal obligations to Plaintiff and the Class and/or otherwise recoverable under Civil Code § 1780(a)(4).

61. Plaintiff and the Class also are entitled to recover attorneys' fees and costs pursuant to Civil Code §§ 1780 and 1781.

62. Under Civil Code § 1782(a), Plaintiff provided the required thirty (30) day notice before filing this Amended Complaint pursuant Civil Code § 1782(d).

FOURTH CAUSE OF ACTION

(Breach of Express Warranty)

63. Plaintiff realleges and incorporates the above allegations by reference as if set forth herein at length.

64. Under the explicit terms of Sony's warranty, Vaio PCG laptops came with and express warranty.

65. Sony's written warranty stated that the Vaio PCG laptops were free of defects in materials and workmanship.

66. Sony breached its express warranties, as set forth above, by supplying Vaio PCG laptops in condition where they do not meet the warranty obligations undertaken by Sony.

67. Sony has received timely notice of the breaches of warranty alleged herein pursuant to Commercial Code § 2607(3)(A).

68. In addition, Sony has received, upon information and belief, thousands of complaints and other notices from its customers worldwide advising Sony of the defects in the Vaio PCG laptops, including hundreds (if not thousands) from California residents and residents of the United States. Despite this notice and Sony's knowledge, Sony refuses to honor its warranty, even though it knows of the inherent defect in the Vaio PCG laptops.

69. Sony has failed to provide to Plaintiff of the Class, as warranty replacement, a product that conforms to the qualities and characteristics that Sony expressly warranted when it sold Vaio PCG laptops to Plaintiff and members of the Class.

70. Applying any warranty limitation to avoid the need to repair this particular defect would be unconscionable in that, inter alia, the Vaio PCG laptops contained an inherent defect that was already present at the time of purchase and Sony knew, or was reckless in not knowing, about this defect, which could not be discovered by Plaintiff and members of the Class at the time of purchase, and purchasers lacked any meaningful choice with respect to the warranty terms.

71. As result of Sony's breach of warranty, Plaintiff and the Class have suffered damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

Violation of Song-Beverly Warranty Act
(Civil Code § 1790 et seq.)

72. Plaintiff realleges and incorporates the above allegations by reference as if set forth herein at length.

73. The Vaio PCG laptops are "consumer good" within the meaning of Civil Code § 1791(a).

74. Sony's express warranty and implied warranty of merchantability arose out of and/or were related to the sales of the Vaio PCG laptops.

75. As more fully set forth above, Sony has failed to comply with its obligations under its express warranty and its implied warranty of merchantability.

76. Plaintiff and the Class have suffered and will continue to suffer damages as a result of Sony's failure to comply with its warranty obligations. Accordingly, Plaintiff and all

Class members are entitled to recover damages under the Song-Beverly Consumer Warranty Act, including damages, pursuant to Civil Code §§ 1791.1(d) and 1794.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the General Public, prays for judgment against Defendants granting relief:

A. An order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;

B. Restitution and disgorgement of all amounts obtained by Sony as a result of its misconduct, together with interest thereon from the date of payment, to the victims of such violations;

C. Actual and/or statutory damages for injuries suffered by Plaintiff and the Class in the maximum amount permitted by applicable law;

D. Punitive damages in an amount to be determined by the trier of fact;

E. An order requiring Sony to immediately cease its wrongful conduct as set forth above; enjoining Sony from continuing to falsely market and advertise, conceal material information and conduct business via the unlawful, unfair and deceptive business acts and practices complained of herein; ordering Sony to engage in a corrective notice campaign; and requiring Sony to refund to Plaintiff and all members of the Class the funds paid to Sony for these defective products;

F. Reasonable attorneys' fees and the costs of prosecuting this action;

G. Statutory pre-judgment interest; and

H. Such other relief as this Court may deem just and proper.

Dated: December 21, 2007

FAKHIMI & ASSOCIATES

Houman Fakhimi, Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all triable issues in the above entitled action..

Dated: December 21, 2007

FAKHIMI & ASSOCIATES

Houman Fakhimi, Attorney for Plaintiff

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION

2007 DEC 26 A 10:54

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
SONY ELECTRONICS, INC., and Does 1 through 10 inclusive.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of the State of California, San Diego
220 W Broadway,
San Diego, CA 92112
Central Division

CASE NUMBER: *(Número del Caso):* 37-2007-00084569-CU-BC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Houman Fakhimi, CSB 195638 714-542-2188
Fakhimi & Associates
3 Hutton Centre Dr, Suite 620
Santa Ana, CA 92707

DATE: *(Fecha)* DEC 26 2007 Clerk, by *(Secretario)* [signature] S. Dyson, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL] SUPERIOR COURT SAN DIEGO COUNTY, CA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date):*

ORIGINAL

EXHIBIT C

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Houman Fakhimi, CSB 195638
Fakhimi & Associates
3 Hutton Centre Dr, Suite 620
Santa Ana, CA 92707

TELEPHONE NO.: 714-542-2188 FAX NO.:
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

FILED
CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION

2007 DEC 26 A 10: 55

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 220 W Broadway
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego, CA 92112
BRANCH NAME: Central Division

CASE NAME: Cabrera v. SOny

CIVIL CASE COVER SHEET

[x] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2007-00084569-CU-BC-CTL

JUDGE:

DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [x] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [x] is [ ] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*:
   a. [x] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*: 5
5. This case [x] is [ ] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 12-21-07

Houman Fakhimi
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases.
In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice– Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease
    - Contract (*not unlawful detainer or wrongful eviction*)
  - Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims
  - (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 685-6022	
PLAINTIFF(S) / PETITIONER(S): Miguel Cabrera	
DEFENDANT(S) / RESPONDENT(S): Sony Electronics, Inc.	
CABRERA VS. SONY ELECTRONICS, INC.	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2007-00084569-CU-BC-CTL

Judge: Charles R. Hayes

Department: C-66

COMPLAINT/PETITION FILED: 12/26/2007

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2007-00084569-CU-BC-CTL CASE TITLE: Cabrera vs. Sony Electronics, Inc.

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) **CIVIL MEDIATION PROGRAM:** The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participant in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non- binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: $150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) **JUDICIAL ARBITRATION:** Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, If a case is valued at under $50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) **SETTLEMENT CONFERENCES:** The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) **OTHER VOLUNTARY ADR:** Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
PLAINTIFF(S): Miguel Cabrera	
DEFENDANT(S): Sony Electronics, Inc.	
SHORT TITLE: CABRERA VS. SONY ELECTRONICS, INC.	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)	CASE NUMBER: 37-2007-00084569-CU-BC-CTL

Judge: Charles R. Hayes

Department: C-66

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- ☐ Court-Referred Mediation Program
- ☐ Private Neutral Evaluation
- ☐ Private Mini-Trial
- ☐ Private Summary Jury Trial
- ☐ Private Settlement Conference with Private Neutral
- ☐ Court-Ordered Nonbinding Arbitration
- ☐ Court-Ordered Binding Arbitration (Stipulated)
- ☐ Private Reference to General Referee
- ☐ Private Reference to Judge
- ☐ Private Binding Arbitration
- ☐ Other (specify): ____________________

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) ____________________

Alternate: (mediation & arbitration only) ____________________

Date: ____________________

____
Name of Plaintiff

____
Signature

____
Name of Plaintiff's Attorney

____
Signature

Date: ____________________

____
Name of Defendant

____
Signature

____
Name of Defendant's Attorney

____
Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 12/28/2007

____
JUDGE OF THE SUPERIOR COURT

WILLIAM N. KAMMER [SBN 53848]
wkammer@swsslaw.com
ADAM R. ROSENTHAL [SBN 246722]
arosenthal@swsslaw.com
SOLOMON WARD SEIDENWURM & SMITH, LLP
401 B Street, Suite 1200
San Diego, California 92101
Telephone: (619) 231-0303
Facsimile: (619) 231-4755

Attorneys for Defendant
SONY ELECTRONICS,INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public, Plaintiff, v. SONY ELECTRONICS, INC., and Does 1 through 10 inclusive, Defendant.	CASE NO. **PROOF OF SERVICE**

I, the undersigned, declare:

I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is Solomon Ward Seidenwurm & Smith, LLP, 401 B Street, Suite 1200, San Diego, California 92101.

On February 5, 2008, I served a copy, including all exhibits, if any, of the following document(s):

1. **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1453(b); and**

2. **CIVIL COVERSHEET.**

on the parties in this action listed in the attached Proof of Service List, which is incorporated herein by this reference, by the following means:

☒ **(BY MAIL)** I caused each such envelope to be sealed and placed for collection and mailing from my business address. I am readily familiar with the practice of Solomon Ward Seidenwurm & Smith, LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business mail is deposited with the postage thereon fully prepaid in the United

States Postal Service the same day as it is placed for collection. I am aware that upon motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused each such envelope to be sealed and given to a courier authorized by our attorney service to receive documents for delivery on the same date. A proof of service signed by the authorized courier will be filed forthwith.

☐ **(BY FEDERAL EXPRESS)** I am readily familiar with the practice of Solomon Ward Seidenwurm & Smith, LLP for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.

☐ **(BY FACSIMILE)** This document was transmitted by facsimile transmission from (619) 231-4755 and the transmission was reported as complete and without error. I then caused the transmitting facsimile machine to properly issue a transmission report, a copy of which is attached to this affidavit.

☐ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ **(FEDERAL)** I declare that I am employed in the office of a member of this bar of this court, at whose direction this service was made.

Executed on February 5, 2008 at San Diego, California.

Rose Tang

PROOF OF SERVICE LIST

Houman Fakhimi, Esq.
FAKHIMI & ASSOCIATES
3 Hutton Centre Drive, Suite 620
Santa Ana, CA 92707
Tel. (714) 542-2188
Fax (714) 542-3119

Attorneys for Plaintiff

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

FILED
08 FEB -5 PM 2:05
CLERK U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY

'08 CV 0224 IEG CAB

I. (a) PLAINTIFFS

MIGUEL CABRERA, Individually and on Behalf of All Others Similarly Situated and the General Public,

DEFENDANTS

SONY ELECTRONICS INC., and Does 1 through 10, inclusive,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Diego
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Houman Fakhimi, Esq.
FAKHIMI & ASSOCIATES
3 Hutton Centre Drive, Suite 620
Santa Ana, CA 92707
Tel. (714) 542-2188

ATTORNEYS (IF KNOWN)
WILLIAM N. KAMMER, Esq. [SBN 53848]
SOLOMON WARD SEIDENWURM & SMITH, LLP
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San Diego, CA 92101
Tel. (619) 231-0303

II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- [ ] 1 U.S. Government Plaintiff
- [ ] 3 Federal Question (U.S. Government Not a Party)
- [ ] 2 U.S. Government Defendant
- [X] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(For Diversity Cases Only)

	PT	DEF		PT	DEF
Citizen of This State	[X] 1	[ ] 1	Incorporated or Principal Place of Business in This State	[ ] 4	[X] 4
Citizen of Another State	[ ] 2	[ ] 2	Incorporated and Principal Place of Business in Another State	[ ] 5	[ ] 5
Citizen or Subject of a Foreign Country	[ ] 3	[ ] 3	Foreign Nation	[ ] 6	[ ] 6

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

The plaintiff alleges a class action covered by the provisions of the Class Action Fairness Act (CAFA) including 28 U.S.C. sections 1332(d) and 1453.

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT
- [ ] 110 Insurance
- [ ] 120 Marine
- [ ] 130 Miller Act
- [ ] 140 Negotiable Instrument
- [ ] 150 Recovery of Overpayment & Enforcement of Judgment
- [ ] 151 Medicare Act
- [ ] 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- [ ] 153 Recovery of Overpayment of Veteran's Benefits
- [ ] 160 Stockholders' Suits
- [ ] 190 Other Contract
- [ ] 195 Contract Product Liability

REAL PROPERTY
- [ ] 210 Land Condemnation
- [ ] 220 Foreclosure
- [ ] 230 Rent Lease & Ejectment
- [ ] 240 Torts to Land
- [ ] 245 Tort Product Liability
- [ ] 290 All Other Real Property

TORTS

PERSONAL INJURY
- [ ] 310 Airplane
- [ ] 315 Airplane Product Liability
- [ ] 320 Assault, Libel & Slander
- [ ] 330 Federal Employers' Liability
- [ ] 340 Marine
- [ ] 345 Marine Product Liability
- [ ] 350 Motor Vehicle
- [ ] 355 Motor Vehicle Product Liability
- [ ] 360 Other Personal Injury

PERSONAL INJURY
- [ ] 362 Personal Injury - Medical Malpractice
- [ ] 365 Personal Injury - Product Liability
- [ ] 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- [ ] 370 Other Fraud
- [ ] 371 Truth in Lending
- [ ] 380 Other Personal Property Damage
- [ ] 385 Property Damage Product Liability

CIVIL RIGHTS
- [ ] 441 Voting
- [ ] 442 Employment
- [ ] 443 Housing/ Accommodations
- [ ] 444 Welfare
- [ ] 440 Other Civil Rights

PRISONER PETITIONS
- [ ] 510 Motion to Vacate Sentence

HABEAS CORPUS:
- [ ] 530 General
- [ ] 535 Death Penalty
- [ ] 540 Mandamus & Other
- [ ] 550 Civil Rights
- [ ] 555 Prison Conditions

FORFEITURE/PENALTY
- [ ] 610 Agriculture
- [ ] 620 Other Food & Drug
- [ ] 625 Drug Related Seizure of Property 21 USC 881
- [ ] 630 Liquor Laws
- [ ] 640 R.R. & Truck
- [ ] 650 Airline Regs.
- [ ] 660 Occupational Safety/Health
- [ ] 690 Other

LABOR
- [ ] 710 Fair Labor Standards Act
- [ ] 720 Labor/Mgmt. Relations
- [ ] 730 Labor/Mgmt. Reporting & Disclosure Act
- [ ] 740 Railway Labor Act
- [ ] 790 Other Labor Litigation
- [ ] 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- [ ] 422 Appeal 28 USC 158
- [ ] 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- [ ] 820 Copyrights
- [ ] 830 Patent
- [ ] 840 Trademark

SOCIAL SECURITY
- [ ] 861 HIA (13958)
- [ ] 862 Black Lung (923)
- [ ] 863 DIWC/DIWW (405(g))
- [ ] 864 SSID Title XVI
- [ ] 865 RSI (405(g))

FEDERAL TAX SUITS
- [ ] 870 Taxes (U.S. Plaintiff or Defendant)
- [ ] 871 IRS - Third Party 26 USC 7609

OTHER STATUTES
- [ ] 400 State Reappointment
- [ ] 410 Antitrust
- [ ] 430 Banks and Banking
- [ ] 450 Commerce/ICC Rates/etc.
- [ ] 460 Deportation
- [ ] 470 Racketeer Influenced and Corrupt Organizations
- [ ] 810 Selective Service
- [ ] 850 Securities/Commodities/ Exchange
- [ ] 875 Customer Challenge 12 USC 3410
- [ ] 891 Agricultural Acts
- [ ] 892 Economic Stabilization Act
- [ ] 893 Environmental Matters
- [ ] 894 Energy Allocation Act
- [ ] 895 Freedom of Information Act
- [ ] 900 Appeal of Fee Determination Under Equal Access to Justice
- [ ] 950 Constitutionality of State Statutes
- [X] 890 Other Statutory Actions

VI. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- [ ] 1 Original Proceeding
- [X] 2 Removal from State Court
- [ ] 3 Remanded from Appellate Court
- [ ] 4 Reinstated or Reopened
- [ ] 5 Transferred from another district (specify)
- [ ] 6 Multidistrict Litigation
- [ ] 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

[X] CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $ $5,000,000+

CHECK YES only if demanded in complaint:
JURY DEMAND: [X] YES [ ] NO

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ______ Docket Number ______

DATE
February 5, 2008

SIGNATURE OF ATTORNEY OF RECORD
William N. Kammer

PAID $350 2/5/08 BH RCPT# 147270

::ODMA\PCDOCS\WORDPERFECT\22816\1 January 24, 2000 (3:10pm)

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 147270 - BH

February 05, 2008
14:04:36

Civ Fil Non-Pris
USAO #.: 08CV0224 CIIVL FILING
Judge..: IRMA E GONZALEZ
Amount.: $350.00 CK
Check#.: BC# 7776

Total-> $350.00

FROM: CABRERA V. SONY ELECTRONICS
CIVIL FILING